

REAL ESTATE CONTRACT

THIS CONTRACT, made this 25th day of April, 1953, by and between J. R. Kee, a single man, hereinafter called the seller, and Kenneth A. Lookabill and Delores J. Lookabill, husband and wife, whose address is Stevenson, Washington, hereinafter called the purchaser,

WITNESSETH:

The seller agrees to sell to the purchaser, and the purchaser agrees to purchase of the seller the following described real estate with the appurtenances, situate in Skamania County, Washington:

Commencing at the southwest corner of the northeast quarter of the northeast quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 36, Township 3 North, Range 7 E.W.M.; thence east along the south line of the northeast quarter of the northeast quarter of the said Section 36 a distance of 150 feet; thence north 290 feet more or less to intersection with the southerly line of a county road known as the Simmons Road; thence west along the southerly line of the said road 150 feet more or less to intersection with the west line of the northeast quarter of the northeast quarter of the said Section 36; thence south to the point of beginning.

On the following terms and conditions: The purchase price is Two Thousand Three Hundred and No/100 (\$2,300.00) Dollars, of which Three Hundred and No/100 (\$300.00) Dollars has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of the said purchase price in the sum of Two Thousand and No/100 (\$2,000.00) Dollars in monthly installments of ~~Thirty~~ and No/100 (\$30.00) Dollars or more commencing on the 25th day of May, 1953, and on the 25th day of each and every month thereafter until the full amount of the purchase price together with interest shall have been paid. The said monthly installments include interest at the rate of five per cent per annum computed on the monthly balances of unpaid principal. The said monthly installments shall be applied first to interest and then to principal. The purchaser reserves the right at any time while he is not in default hereunder to pay the unpaid balance of principal together with interest then due.

The purchaser agrees: (1) to pay general real property taxes for 1954 and all taxes and assessments which may hereafter be levied against the said real property; (2) to keep the buildings now and hereafter placed upon the said real property unceasingly insured against loss or damage by fire in the sum of \$2,000.00; (3) to keep the buildings and all

other improvements upon the said real property in good repair and not to permit waste; (4) not to use the premises for any illegal purposes; (5) to assume all risk of damage to, or destruction of, any of the improvements upon the said real property, or of the taking if the same occur shall constitute a failure of consideration; and (6) that a full inspection of the said real property has been made, and that the purchaser does not rely on any representation made by the seller except those herein stated.

The seller agrees: (1) to pay general real property taxes for 1953 assessed against the above described real property; (2) upon receiving the said purchase price in full together with interest, to make, execute and deliver to the purchaser a warranty deed with federal and state documentary stamps affixed thereto conveying the above described real property subject only to the acts and omissions of the purchaser under this contract, and to deliver a policy of title insurance in the sum of \$2,300.00 insuring the purchaser subject only to the usual printed exceptions and the acts and omissions of the purchaser under this contract; (3) to assume and pay any excise tax which may be levied on the sale of the said real property to the purchaser under Chapters 11 and 19, 1951 Laws, Ex. Sessions; and (4) that the purchaser shall have possession of the said real property immediately.

AND IT IS FURTHER AGREED time is of the essence hereof, and in the event the purchaser shall fail to comply with or perform any condition or agreement hereof promptly at the time and in the manner herein required, the seller may elect to declare all of the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser hereunder and all improvements placed upon the premises shall be forfeited to the seller as liquidated damages, and the seller shall have the right to re-enter and take possession of the property; and if the seller within six month after such forfeiture shall commence an action to procure an adjudication of the termination of the purchaser's rights hereunder, the purchaser agrees to pay the expense of searching the title for the purpose of such action, together with all costs and a reasonable attorney's fee; and that upon default, forfeiture may be declared by notice sent by registered mail to the address of the purchaser, or his assigns, last known to the seller. Donald F. Simmons and Ida L. Simmons, husband and wife, in consideration of the delivery of this

contract to the purchasers hereby guarantee payment of the purchase price aforesaid in accordance of the terms and conditions of this contract.

IN WITNESS WHEREOF the parties have signed and sealed this contract the day and year first above written.

J R Kee (SEAL)

Kenneth A. Lookbill (SEAL)

Delores J. Lookbill (SEAL)

Donald L. Simon (SEAL)

Ida L. Simon (SEAL)

STATE OF WASHINGTON }
County of Skamania } ss.

I, the undersigned, a notary public in and for the State of Washington, hereby certify that on this 25th day of April, 1953, personally appeared before me J. R. Kee to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he signed and sealed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year last above written.

Robert J. Salomon

Notary Public in and for the State of Washington.

Residing at Stevenson, therein.

NO. 781
SKAMANIA COUNTY
TRANSACTION EXCISE TAX
PAID APR 27 1953
AMOUNT \$23.00
COUNTY TREASURER
BY Mabel J. Jeter
Mac Hadley, dep.